FRANKFURT, GARBUS, KLEIN & SELZ

A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
488 MADISON AVENUE
NEW YORK, NEW YORK 10022
(212) 980-0120

ARTHUR J. KLEIN (1932-1993)
MARTIN GARBUS
MICHAEL P. FRANKFURT
THOMAS D. SELZ
ARTHUR J. GINSBURG
ROBERT N. SOLOMON
ROBERT G. WISE
RICHARD KURNIT
RICHARD B. HELLER
JERROLD B. SPIEGEL
GERALD E. SINGLETON
RICHARD HOFSTETTER
EDWARD H. ROSENTHAL
MAURA J. WOGAN
IRA SCHRECK
SETH D. GELBLUM
RUSSELL A. SMITH
LISA E. DAVIS

GAVIN D. McELROY
JANE M. ABERNETHY
JILL N. GOLDSTEIN
CANDICE STEIN KERSH
JAIME M. WOLF
DAVID Y. ATLAS
JOSEPH J. DAPELLO
TIMOTHY M. CRAIG
KYRAN CASSIDY
MICHAEL J. LUISI
ELIZABETH QUINN PEARCE

COUNSEL
RONALD S. KONECKY
STUART SILFEN

TRUSTS & ESTATES COUNSEL
HEIDI K. FREUND

FACSIMILE
(212) 593-9175
(212) 758-7954

DIRECT DIAL NUMBER
826-5555

June 21, 1994

Via Federal Express

John Sumser, Executive Director
Point Foundation
27 Gate Five Road
Sausalito, California 94965

Re: Retainer and Fee Agreement (5241/0100)

Dear Mr. Sumser:

This letter will confirm your retaining of our firm to represent you in connection with matters relating the Whole Earth Catalog. The purpose of this letter is to confirm the agreement between us as to the basis of our legal fees and the payment of our fees and related costs and disbursements.

As we discussed with Gaetano Maida, our legal fees will be based upon the amount of time spent by our attorneys and legal assistants. The present hourly rates for our attorneys range from $160 per hour for the most junior attorneys to $400 for the most senior partners, and the present hourly rates for our clerk and legal assistants range from $60.00 to $90.00. These rates may be adjusted from time to time, in which case the new rates will apply to services rendered after the adjustment goes into effect. We also will bill you for expenses we incur on your behalf, such as telephone, fax, postage, messenger, overnight delivery, word processing, transportation and the like.

John Sumser
June 21, 1994

It is our practice to ask for a retainer which will be applied against our fees. As we discussed with Gaetano, we believe that a $5,000 retainer would be appropriate at this time. Our retainer bill is enclosed.

After you incur fees and disbursements in excess of the retainer, we will send you a monthly statement detailing all our time charges and disbursements. Any balance due in excess of the retainer is payable upon receipt of our billing.

If you find the above provisions acceptable, please sign the enclosed copy of this letter and return it to us together with your check in the amount of $5,000 as the retainer payment. Thank you for engaging our services.

Sincerely,

Michael P. Frankfurt

The retainer and fee agreement described above is agreed and accepted this 24th day of June, 1994.

Point Foundation

By: _____
Authorized Party

JOHN R SUMSER

MPF:dje
Enclosure
cc: Mr. Gaetano Kazuo Maida

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STUART SILFEN

TRUSTS & ESTATES COUNSEL
HEIDI K. FREUND

FACSIMILE
(212) 593-9175
(212) 758-7954

DIRECT DIAL NUMBER
826-5568

June 23, 1994

Point Foundation
27 Gate Five Road
Sausalito, CA 94965

Legacy Media, Inc.
2550 Ninth Street #113-B
Berkeley, CA 94710-2552

Re: Millenium Whole Earth Catalog

Gentlemen:

As you are aware, this firm has been asked to represent Point Foundation in connection with certain trademark matters, and has also been asked to represent Point Foundation and Legacy Media, Inc. ("Legacy") in connection with formalizing certain rights in the Millenium Whole Earth Catalog and Point Foundation's trademarks (the "Project").

Under the New York State Code of Professional Responsibility and the Canons of Ethics, a law firm may not represent conflicting interests without first disclosing its relationship to both parties and obtaining the written consent of both.

Our representation of both parties in connection with the Project may create a conflict between the interests of the parties. This letter shall serve to confirm that we have disclosed this matter to each of you, and have discussed with each of you the conflict of interest, and each of you have had an opportunity to seek independent counsel with respect to this matter.

Point Foundation
Legacy Media, Inc.
June 23, 1994

Furthermore, each of you has agreed that in the event of any dispute which cannot be settled by mutual agreement of the parties, or in the event of litigation concerning or arising out of the Project, this firm shall not represent either party and both parties will retain other counsel in connection with such dispute or litigation.

By signing below, each of you hereby consents to this firm's representation of the other in connection with the Project, and agrees to waive any rights to terminate, rescind and/or disavow any agreement(s) each of you may enter into in connection with the Project based upon such representation and/or to object to any conflict of interest which may exist or may appear to exist in connection therewith.

If you have any questions concerning the foregoing, please do not hesitate to call.

Very truly yours,

Jaime Wolf

ACCEPTED AND AGREED:

POINT FOUNDATION

By: _____
Authorized Officer

LEGACY MEDIA, INC.

By: _____
Authorized Officer

cc: Michael P. Frankfurt, Esq.

MOTION PICTURE RIGHTS AGREEMENT

AGREEMENT dated ___, 1994 between Point Foundation, 27 Gate Five Road, Sausalito, CA 94965 ("Point") and Legacy Media, Inc., 2550 Ninth Street, #113-B, Berkeley, CA 94710-2552 ("Legacy").

WHEREAS, pursuant to a letter agreement dated August 24, 1993, between Point and Legacy (the "August 1993 Agreement") Point granted Legacy the exclusive worldwide film rights for the publication known as the Whole Earth Catalog;

WHEREAS, on December 3, 1993 Legacy has commenced filming of its first motion picture to be based on the Whole Earth Catalog (the "Motion Picture"); and

WHEREAS, Point and Legacy have entered into an agreement of even date herewith under which Point appoints Legacy as its exclusive worldwide agent with respect to electronic rights in the Whole Earth Catalog; and

WHEREAS, Point and Legacy desire to restate and expand upon the terms and conditions of the August 1993 Agreement in this Agreement, whose terms and conditions shall supersede the August 1993 Agreement and all other written or oral agreements between the parties with respect to such film rights;

NOW, THEREFORE, the parties hereto agree as follows:

What are they?

1. Grant of Rights. Point hereby grants to Legacy, solely, exclusively, in perpetuity and throughout the universe all motion picture, television and allied rights in and to the Catalog and any and all parts thereof (including without limitation all ideas, formats, text, graphics, illustrations & photographs), including without limitation theatrical motion picture, television motion picture, television series, television special, theatrical remake, theatrical sequel, television remake, television sequel, home video and non-theatrical rights in and to the publication known as the Whole Earth Catalog, including all versions previously published and all versions published on or after the date hereof (the "Catalog"), and all rights derived therefrom or ancillary thereto.

Exclusive rights to all before + after mentioned. For the 3 yrs.

For purposes of this Agreement, "television" shall be defined as broadcast, cable, direct-broadcast satellite, interactive television and all other means of delivery to a television set now or hereafter known. "Home video" shall be defined as videocassette, videodisc and all other means of viewing recorded programming over a television set now or hereafter known.

this purpose or any purpose

solely for ads?

Point hereby grants to Legacy solely, exclusively, in perpetuity and throughout the universe the exclusive license to use all of its trademarks associated with the Catalog including, without limitation, "Whole Earth Catalog", "Millennium Whole Earth Catalog", any design or logo trademarks and any other applicable trademarks that may hereafter be claimed by Point, in connection with the other rights granted pursuant to this Section 1, and in advertising and publicity in connection therewith.

CD Rom?

2. Reserved Rights. Point hereby reserves all rights not specifically granted hereunder, including, without limitation, all electronic and print publication rights, all on-line and computer rights, all live presentation, radio and audio-recording rights and all merchandising and commercial tie-in rights (including without limitation all rights to produce home-shopping programming) in the Catalog, for use without restriction, subject to the following:

What's left? CD Rom

2.1. Legacy shall have the right to use, and to authorize the use of, summaries, excerpts and synopses of the Catalog in print publication form for advertising and publicity purposes and not for sale purposes in connection with the exercise by Legacy of its rights hereunder;

Not doing commercial tie in

2.2. Legacy shall have the right to publish, and to authorize the publication of, any screenplays or teleplays and/or "making of", production history, personal commentary, souvenir programs or similar publications, with or without illustrations.

2.3. Legacy shall have the right to produce audio recordings specifically derived from and relating to the Motion Picture including soundtrack recordings and audio transcripts of the Motion Picture.

right to produce for home shopping?

In the event that Legacy has not entered into a binding agreement for sale or distribution of the first Motion Picture to be produced hereunder within [three] years of the date hereof, the rights granted under Section 1 shall automatically be deemed to be non-exclusive to Legacy with respect to any productions which Legacy has commenced; the rights granted under Section 1 shall automatically revert to Point, and Point shall be entitled to license such rights to third parties.

What to their costs include (salaries?)

3. Compensation. In consideration to Point for entering into this Agreement, Legacy shall pay to Point an amount equal to 2.5% of all revenues actually received by Legacy from sale of the Motion Picture or distribution of the Motion Picture theatrically, on television, on home video, non-theatrically, or otherwise after Legacy receives revenues from such sale or distribution of the Motion Picture in an amount equal to all costs incurred by Legacy to develop, produce and distribute the

no control over the costs

Is this a reasonable amount?

including there legal fees?

Motion Picture from the commencement of pre-production through execution of sales or distribution agreements. Appropriate accountings shall be made by Legacy to Point quarterly, commencing the first quarter after the initial distribution of the Motion Picture, and continuing so long as the Motion Picture is in actual distribution. Upon reasonable notice Point shall have the Right to audit the books and records of Legacy with respect to the foregoing.

Legacy and Point hereby acknowledge and agree that, as between Legacy and Point, Legacy shall bear all costs of developing, producing and distributing all productions produced hereunder.

4. Representations and Warranties. Point hereby represents and warrants as follows:

4.1. There has been no claim that the Catalog violates, conflicts with, or infringes upon, and the Catalog does not violate, conflict with or infringe upon, any rights whatsoever (including, without limitation, any copyright, common law or statutory, throughout the world; any right of publication, performance, or any other right in any work; and any right against libel, slander, invasion of privacy or similar right) of any person, firm or corporation;

Not if the name can't copyrighted(?)

4.2. Point has the right to enter into and to perform this Agreement and to grant all rights granted hereunder. Point is the sole and exclusive owner throughout the world of the rights herein granted to Legacy and has the right to grant such rights exclusively to Legacy, and no claim has been made that Point does or may not have such right or rights. There is not now valid or outstanding, and Point will not hereafter grant, any right in connection with the Catalog which is or would be adverse to, or inconsistent with, or impair, the rights herein granted to Legacy;

Which?

4.3. The Catalog is protected by or subject to protection by copyright in the United States and in those countries which are signatory or adhere to the Universal Copyright Convention and is not in the public domain anywhere in the world where copyright protection is available.

5. Indemnity. Point shall indemnify and save harmless Legacy, its successors, licensees and assigns, and any representatives thereof, against any and all claims and expenses (including, without limitation, reasonable legal fees and expenses) incurred by any of them by reason of the breach or alleged breach of any warranty, undertaking, representation, agreement, or certification made or entered into herein or hereunder by Point.

even non-intentional breach.

who

What of liability of content? Not covered.

Except as set forth in the paragraph above, Legacy shall indemnify and save harmless Point, its successors, licensees and assigns, and any representatives thereof, against any and all claims and expenses (including, without limitation, reasonable legal fees and expenses) incurred by any of them arising from or relating to any actions taken by Legacy or those working for it or on its behalf pursuant to this Agreement.

6. Credit. If the Motion Picture is produced based upon the Catalog, Point shall receive credit on the screen, and, subject to paid advertising exceptions in agreements between Legacy and any distributor(s) of the Motion Picture, in paid advertising for the Motion Picture issued by or under the control of Legacy substantially as follows: _____. ?

What means these be?

7. Legacy's Control. Point acknowledges the right of Legacy to make any changes in the Catalog in the preparation and exploitation of any productions based upon the Catalog hereunder, and in this connection Point acknowledges and agrees that Point will not have any right of approval with respect to any such changes or with respect to any element (script, graphics, directing, distribution, etc.) of any productions produced hereunder. Without limiting the generality of the foregoing, Legacy shall have all artistic control over and the right to cut, edit, add to, subtract from, arrange, rearrange and revise the Catalog in any manner; Point hereby waives any rights of *droit moral* or similar rights which Point may have. Point agrees that Legacy shall be entitled to copyright all productions produced hereunder in its own name. Legacy shall not be obligated to produce or release any production based upon the Catalog or to continue such production or release if commenced. ?

Much? What would they change?

??? I wouldn't agree to this - content is WE's point

8. Point's Cooperation. Upon Legacy's reasonable request Point and its directors, officers and employees shall provide Legacy with access to information, images and background materials regarding entries featured in the Catalog and with access to film Point's activities in creating the Catalog and to interview Point's directors, officers and employees for the Motion Picture.

9. Further Assurances. Point agrees to complete and execute Assignments substantially in the form of the Assignment attached hereto (and all such other documents as Legacy may reasonably request) with respect to all versions of the Catalog and to permit Legacy to file them with the United States Copyright Office. In the event of a reversion of Rights as set forth in Section 2 above, Legacy agrees to complete and execute assignments of the reverted rights back to Point (and all such other documents as Point may reasonably request) with respect to all versions of the Catalog and to permit Point to file them with the United States Copyright Office.

10. Assignment. Upon Point's prior written approval, which shall not be reasonably withheld, Legacy may assign its rights hereunder to any person, firm or corporation, provided, however, that such person, firm or corporation agrees in writing that Gaetano Kazuo Maida shall remain a credited producer of the Motion Picture and provided that Legacy shall not be released from any of its obligations hereunder to Point unless the assignee assumes in writing all of such obligations.

11. Waiver of Conflict. The parties hereto hereby acknowledge that the law firm of Frankfurt, Garbus, Klein & Selz, P.C. has drafted this Agreement at the request and with the consent of each party, that each party has had the opportunity to seek independent counsel with respect to this matter and that such law firm continues to render legal services to each party. Therefore, each of the parties hereto hereby waives any rights to terminate, rescind, or disavow this Agreement based on such law firm's representation of each party with respect to this matter or to object to any conflict of interest which may exist or appear to exist in connection therewith. In the event of any dispute between the parties hereto concerning the Agreement, such law firm may not represent either party against the other with respect to such dispute.

The parties further acknowledge that there is no conflict of interest based on the fact that Gaetano Kazuo Maida is a Director of Point and may receive financial benefits from the rights granted hereunder to Legacy, ~~which is partly owned and controlled by him.~~ delete

12. Arbitration. Any controversy, dispute or claim arising out of or relating to this Agreement or any breach hereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon such award rendered by the arbitrator may be entered in any court having jurisdiction over such controversy. The arbitrator shall have all the powers which are necessary or desirable to interpret or enforce this Agreement including, but not limited to, the power to grant injunctive relief. The arbitrator shall be an arbitrator qualified to serve in accordance with the rules of the American Arbitration Association who is approved by both Point and Legacy. In the absence of such approval, each party shall designate a person qualified to serve as an arbitrator in accordance with the rules of the American Arbitration Association and the two (2) persons so designated shall select an arbitrator from among those persons qualified to serve in accordance with the rules of the American Arbitration Association. The arbitration shall be held in the San Francisco Bay area. The costs and expenses of the arbitrator(s) shall be shared equally by the parties.

- waived
- more in common
In event a Party Dilu
Question right to explore
or bd.
- acknowledge

13. Notices. All payments and notices hereunder shall be given to Point and Legacy at their respective addresses set forth above or to such other address as either party shall specify by notice as herein provided. Copies of all notices to be given to Legacy shall be sent to Frankfurt, Garbus, Klein & Selz, P.C., 488 Madison Avenue, New York, New York 10022, Attn: Michael P. Frankfurt, Esq. or Jaime Wolf, Esq.

14. Miscellaneous. This Agreement shall be deemed made in the State of California and shall be construed in accordance with the laws of the State of California applicable to contracts entirely made and performed therein. This Agreement may not be modified, waived or added to except in a writing signed by both parties. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous agreements between the parties with respect to the subject matter hereof including without limitation the August 1993 Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

POINT FOUNDATION

By:_____
Authorized Officer

LEGACY MEDIA, INC.

By:_____
Authorized Officer

A S S I G N M E N T

KNOW ALL MEN BY THESE STANDARD

THIS INSTRUMENT is subject to all the terms and conditions of the Motion Picture Rights Agreement (the "Agreement"), dated ___, 1994, between LEGACY MEDIA, INC. (referred to herein as "Legacy"), and POINT FOUNDATION (referred to herein as "Point") relating to the literary work (the "Work") entitled _____.

The undersigned Point, for One Dollar in hand paid and for other valuable consideration now received, hereby sells forever, all MOTION PICTURE, TELEVISION AND ALLIED RIGHTS in and to _____, and all parts thereof, and all MOTION PICTURE, TELEVISION AND ALLIED RIGHTS in all copyright thereof (and in any renewals or extensions thereof) including copyright registered in the United States Copyright Office in the name of Point under date _____, Registration No. _____, together with the sole and exclusive right to use, adapt, change, translate, add to, and take from the Work and the title in the making of motion picture and television productions as set forth in the Agreement and to lease, vend, exploit and exhibit the same throughout the universe and to copyright the same in Legacy's name as set forth in the Agreement.

The undersigned agrees, insofar as the undersigned now or later may have the power or authority so to do, to cause renewals or extensions of any copyright in the Work duly to be obtained, and the MOTION PICTURE, TELEVISION AND ALLIED RIGHTS herein granted are now assigned to Legacy for the renewal or extended term of copyright and after such renewal or extension further or like documents of confirmation of assignment will be given to Legacy if requested. The undersigned hereby appoints Legacy as irrevocable attorney-in-fact, with the right, but not the obligation, to execute and file all such documents and to do all acts necessary for the obtaining of such extensions or renewals and evidencing the continuation of the same rights in Legacy for such renewed or extended terms as are now vested in Legacy.

And the said Legacy, and its successors and assigns, are hereby empowered to bring, prosecute, defend and appear in suits, actions and proceedings of any kind or nature under or concerning said copyright or its renewals or extensions, or concerning any infringement thereof, and particularly infringement of or interference with any of the MOTION PICTURE, TELEVISION AND ALLIED RIGHTS now granted under said copyright or renewals or extensions, in the name of Legacy which will indemnify the undersigned therein as set forth in the Agreement. Any recovery of costs from infringement or violation of any copyright or its renewals or extensions, so far as it arises from

any violation of MOTION PICTURE, TELEVISION AND ALLIED RIGHTS hereby assigned, is now assigned to and shall be paid to said Legacy and its successors and assigns.

Dated: ___, 1994

POINT FOUNDATION

By:_____
Authorized Officer

ELECTRONIC RIGHTS AGENT AGREEMENT

AGREEMENT, dated ____, 1994 between Point Foundation, 27 Gate Five Road, Sausalito, California, 94965 ("Point") and Legacy Media, Inc., 2550 Ninth Street, #113-B Berkeley, California 94710-2552 ("Legacy").

WHEREAS, pursuant to an oral agreement between Point and Legacy as set forth in a letter dated June 6, 1994, from Gaetano Kazuo Maida of Legacy to John Sumser of Point (the "June 1994 Letter"), Point appointed Legacy to be its exclusive worldwide agent with regard to electronic rights in the publication known as the Whole Earth Catalog;

WHEREAS, Point and Legacy have entered into an agreement of even date herewith under which Point grants Legacy exclusive worldwide motion picture rights for the Whole Earth Catalog (the "Motion Picture Rights Agreement"); and

WHEREAS, Point and Legacy desire to restate and expand upon the agreement set forth in the June 1994 Letter in this Agreement, whose terms and conditions shall supersede the June 1994 Letter and all other written and oral agreements between the parties with respect to such appointment;

NOW, THEREFORE, the parties hereto agree as follows:

1. Appointment as Agent. Point agrees to appoint Legacy and Legacy agrees to serve for a period of 3 years (the "Term") as Point's sole and exclusive agent and representative throughout the universe with regard to the following rights in and to (a) a publication known as the Whole Earth Catalog including all versions previously published and all versions published on or after the date hereof (the "Catalog"); and (b) all of Point's trademarks associated with the Catalog including, without limitation, "Whole Earth Catalog", "Millenium Whole Earth Catalog", any design or logo trademarks, and any other applicable trademarks that may hereafter be claimed by Point: all electronic rights and all related merchandising and commercial tie-up rights including, without limitation, television and electronic home shopping rights (collectively, the "Rights").

Legacy sole agent for 3 years

not during the 3 yrs only?

For the purposes of this Agreement, "electronic rights" shall refer to rights in all electronic media now or hereafter known, including without limitation, rights in online, videotext, audiotext or teletext services, optical disc, CDI, CD-ROM, video and computer games and all multimedia and interactive electronic media; and computer programs, software, databases and all other forms of computerized storage, adaptation, reproduction, display, performance, communication and transmission; however, "electronic rights" shall not include any rights expressly granted to Legacy under the Motion Picture Rights Agreement (the "Motion Picture Rights") or any print publication rights.

2. Services. Legacy's services to Point shall include but are not limited to the following: (a) formulating and submitting for Point's approval recommendations for exploiting the Rights; (b) contacting appropriate parties, and with Point's prior approval, negotiating for exploitation of the Rights; (c) to the maximum extent permitted by agreements with third parties exploiting the Rights, supervising, with Point's prior approval, execution of all projects exploiting the Rights.

3. Compensation. As Legacy's compensation in connection with its services under this Agreement, Point agrees to pay Legacy a commission of 15 percent of the gross compensation or other consideration received by Point in connection with exploitation of any of the Rights hereunder. Legacy's commission shall be based upon all compensation to Point, whether received during or after the term hereof, pursuant to any contracts substantially negotiated during the term of this Agreement, and any and all extensions, renewals, modifications, substitutions for and additions to such contracts whenever made. All monies due to Legacy hereunder shall be paid within ten days after collection of gross compensation or other consideration by Point.

Is this typical? pt → Legacy, 15% of gross compensation But Legacy is paid 4 point 2.5% of what they make

4. Term. Prior to the end of the Term the parties shall mutually agree whether or not they wish to extend the Term.

5. Expenses. Point agrees to reimburse Legacy for all approved expenses incurred in connection with the performance of Legacy's services hereunder; in the event that Legacy incurs expenses in connection with exploitation of the Motion Picture rights that are not separable from the expenses that it incurs hereunder, Point agrees to reimburse Legacy for its expenses hereunder based upon a reasonable allocation to be mutually agreed to by the parties.

6. Point's Control. Legacy will obtain Point's authorization before making any commitments on Point's behalf, and Legacy is authorized to act on Point's behalf as agent for a disclosed principal. As between Point and Legacy, any ideas, plans, proposals or other materials created by Legacy hereunder and all rights therein including, without limitation, copyrights, are hereby assigned to Point.

7. Assignment. Legacy may not assign its rights or obligations under this Agreement without Point's prior written approval.

8. Waiver of Conflict. The parties hereto hereby acknowledge that the law firm of Frankfurt, Garbus, Klein & Selz, P.C. has drafted this Agreement at the request and with the consent of each party, that each party has had the opportunity to seek independent counsel with respect to this matter and that such law firm continues to render legal services to each party. Therefore, each of the parties hereto hereby waives any rights to

terminate, rescind, or disavow this Agreement based on such law firm's representation of each party with respect to this matter or to object to any conflict of interest which may exist or appear to exist in connection therewith. In the event of any dispute between the parties hereto concerning the Agreement, such law firm may not represent either party against the other with respect to such dispute.

The parties further acknowledge that there is no conflict of interest based on the fact that Gaetano Kazuo Maida is a Director of Point and may receive financial benefits from the rights granted hereunder to Legacy, which is partly owned and controlled by him.

9. Arbitration. Any controversy, dispute or claim arising out of or relating to this Agreement or any breach hereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon such award rendered by the arbitrator may be entered in any court having jurisdiction over such controversy. The arbitrator shall have all the powers which are necessary or desirable to interpret or enforce this Agreement including, but not limited to, the power to grant injunctive relief. The arbitrator shall be an arbitrator qualified to serve in accordance with the rules of the American Arbitration Association who is approved by both Point and Legacy. In the absence of such approval, each party shall designate a person qualified to serve as an arbitrator in accordance with the rules of the American Arbitration Association and the two (2) persons so designated shall select an arbitrator from among those persons qualified to serve in accordance with the rules of the American Arbitration Association. The arbitration shall be held in the San Francisco Bay area. The costs and expenses of the arbitrator(s) shall be shared equally by the parties.

10. Notices. All payments and notices hereunder shall be given to Point and Legacy at their respective addresses set forth above or to such other address as either party shall specify by notice as herein provided. Copies of all notices to be given to Legacy shall be sent to Frankfurt, Garbus, Klein & Selz, P.C., 488 Madison Avenue, New York, New York 10022, Attn: Michael P. Frankfurt, Esq. or Jaime Wolf, Esq.

11. Miscellaneous. This Agreement shall be deemed made in the State of California and shall be construed in accordance with the laws of the State of California applicable to contracts entirely made and performed therein. This Agreement may not be modified, waived or added, to except in a writing signed by both parties. This Agreement sets forth the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous agreements between the parties with respect to the subject matter hereof including without limitation the June 1994 Letter.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

POINT FOUNDATION

By:_____
Authorized Officer

LEGACY MEDIA, INC.

By:_____
Authorized Officer

[LEGACY STATIONERY]

___, 1994

Point Foundation
27 Gate Five Road
Sausalito, California 94965

Attn: _____

Ladies and Gentlemen:

Further to our conversations regarding the Electronic Rights Agent Agreement and the Motion Picture Rights Agreement into which we have entered, we would like to suggest the following regarding "bundling" of rights: in the event that (a) any of the rights we have acquired under the Motion Picture Rights Agreement are "bundled" with (i.e., exploited in connection with) any of the rights as to which we shall act as your agent as set forth under the Electronic Rights Agency Agreement and (b) the purchase price for such rights does not expressly reflect the relative values of each set of rights granted, then you and we shall mutually agree to a reasonable allocation of the compensation received with respect to each set of rights granted and our commission under the Electronic Rights Agency Agreement shall be calculated accordingly.

If you are in agreement, please sign in the space provided below.

Very truly yours,

LEGACY MEDIA, INC.

By:_____

AGREED AND ACCEPTED

POINT FOUNDATION

By:_____